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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

WENDY HEALEY,
Plaintiff,

vs.

TRANS UNION LLC; EXPERIAN
INFORMATION SOLUTIONS, INC. and
DEBT RECOVERY SOLUTIONS, LLC
Defendants.

CASE NO. 2:09-cv-00956-JLR

**TRANS UNION, LLC'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
AFFIRMATIVE DEFENSES**

Trans Union, LLC (õTrans Unionö), by counsel, responds to Plaintiff's Complaint (the õComplaintö) as follows. For the Court's convenience, Plaintiff's allegations are set forth verbatim with Trans Union's responses immediately following.

1 **I. JURISDICTION**

2 1. Jurisdiction of this Court arises under 28 U.S.C. § 1331, 28 U.S.C. § 1332, 15
3 U.S.C. § 1681(p) and 15 U.S.C. §1692k(d).

4 **ANSWER:** Trans Union states that the allegations of this paragraph are legal
5 conclusions and, so stating, denies them.
6

7 2. This action arises out of defendants TRANS UNION LLC, EXPERIAN
8 INFORMATION SOLUTIONS, INC. AND DEBT RECOVERY SOLUTIONS LLC's violations
9 of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (öFCRAö) and Debt Recovery's
10 violation of the Fair Debt Collection Practices Act 15 U.S.C. §1692, et seq. (öFDCPAö).

11 **ANSWER:** Trans Union denies the allegations contained in this paragraph as they
12 relate to Trans Union. Trans Union states that it has insufficient knowledge to admit or deny
13 the remaining allegations of this paragraph.
14

15 3. Venue is proper in this District because the acts and transactions occurred here,
16 Plaintiff resides here, and defendants transact business here.

17 **ANSWER:** Trans Union states that the allegations of this paragraph are legal
18 conclusions and, so stating, denies them.
19

20 **II. IDENTIFICATION OF THE PARTIES**

21 4. Plaintiff Wendy Healey (öplaintiffö) is an individual who lives in Arlington,
22 County of Snohomish, State of Washington. Plaintiff is a öconsumerö within the meaning of 15
23 U.S.C. § 1681a(c).

24 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
25 allegations of this paragraph that öPlaintiff Wendy Healey (öPlaintiffö) is an individual who
26 lives in Arlington, County of Snohomish, State of Washington.ö Trans Union states that the

1 remaining allegations of this paragraph are legal conclusions and, so stating, denies them.

2 5. Defendant Trans Union LLC (öTrans Unionö) is a foreign limited liability company
3 and Experian Information Solutions, Inc. (öExperianö) is a foreign limited liability corporation.
4 Trans Union and Experian are consumer reporting agencies, as that term is defined in the FCRA,
5 15 U.S.C. §1681 a(f).
6

7 **ANSWER:** Trans Union admits that it is a Delaware limited liability company with its
8 principal place of business in Chicago, Illinois. Trans Union admits that it is a öconsumer
9 reporting agencyö as that term is defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et*
10 *seq.* Trans Union states that the remaining allegations of this paragraph are legal conclusions
11 and, so stating, denies them.
12

13 6. Defendant Debt Recovery Solutions, LLC (öDRSö) is a foreign corporation who
14 furnishes information to consumer reporting agencies under FCRA, 15 U.S.C. § 1681s-2 and which
15 does business in Washington as a ödebt collector,ö attempting to collect an alleged ödebtö owed by
16 plaintiff, who is a öconsumer,ö as those terms are defined in 15 U.S.C. § 1692a. DRS is a furnisher
17 of credit information as that description is used in the FCRA.

18 **ANSWER:** Trans Union states that the allegations of this paragraph are legal
19 conclusions and, so stating, denies them.
20

21 **III. FACTUAL ALLEGATIONS**

22 7. In 2004, Sprint, a long distance telephone carrier, telephoned plaintiff attempting
23 to collect on an outstanding debt allegedly owed by plaintiff to Sprint. Plaintiff informed Sprint
24 that she has never had a cell phone nor an account with Sprint, never lived in Tallahassee, Florida
25 and never received a bill from Sprint. One week later she was contacted by a collection agency,
26 attempting to collect the debt allegedly owed to Sprint. The debt has been assigned to Allied

1 Interstate, Professional Credit Services, and presently DRS.

2 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
3 allegations of this paragraph.

4 8. The debt was reported as owed by plaintiff to both the Trans Union and Experian
5 credit reporting agencies. In January 2005, plaintiff disputed the debt as not owed by her to both
6 Trans Union and Experian. The debt was subsequently deleted.

7 **ANSWER:** Trans Union states that it has insufficient knowledge at this time to admit
8 or deny the allegations of this paragraph as they relate to Trans Union. Trans Union states that
9 it has insufficient knowledge to admit or deny the remaining allegations of this paragraph.

10 9. In February 2005, plaintiff began receiving telephone calls asking her to pay the
11 debt to Sprint. Plaintiff called Sprint and made a fraud report to the Sprint representative.
12 Plaintiff also disputed the Sprint account with Professional Credit Services and asked for
13 verification that she owed the debt. Plaintiff received bills for a person named Wendy Healey,
14 living in Tallahassee, Florida, but no agreement with any signatures on it.

15 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
16 allegations of this paragraph.

17 10. In November 2005, plaintiff obtained her credit report from both Trans Union and
18 Experian in preparation to preparing for a mortgage. The Sprint account at issue was being
19 reported to these credit reporting agencies by another debt collection company, Allied Interstate.
20 Plaintiff disputed the collection account to both Trans Union and Experian. In February 2006,
21 Trans Union deleted the collection of the Sprint account but Experian verified it as belonging to
22 plaintiff.

1 **ANSWER:** Trans Union states that it has insufficient knowledge at this time to admit
2 or deny the allegations of this paragraph as they relate to Trans Union. Trans Union states that
3 it has insufficient knowledge to admit or deny the remaining allegations of this paragraph.

4 11. Plaintiff disputed the account again to Sprint and Experian. Sprint told her that
5 all records had been archived and if she wanted records of the account she would have to serve a
6 subpoena on Sprint as part of a lawsuit. Experian informed plaintiff that the collection had been
7 previously verified and would remain on her credit file.

8 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
9 allegations of this paragraph.
10

11 12. On February 20, 2006, plaintiff applied for a mortgage with National City
12 Mortgage. The loan was denied due to delinquent accounts on her Experian file.

13 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
14 allegations of this paragraph.
15

16 13. Plaintiff began receiving collection letters from DRS for recovery of an òEmbargò
17 account with the same outstanding balance as the Sprint account. She asked that DRS verify that
18 the debt belonged to her. She received no response. In January, 2008, she received a new
19 collection letter from DRS indicating that it was now reporting the debt to credit reporting agencies.
20 Plaintiff again asked DRS to verify that the debt belonged to her. In March 2009, plaintiff
21 received billing statements for a person named Wendy Healey in Tallahassee, Florida, but nothing
22 with her signature on it.
23

24 **ANSWER:** Trans Union states that it has insufficient knowledge to admit or deny the
25 allegations of this paragraph.
26

V. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

FAIR DEBT COLLECTION ACT

(15 U.S.C. §1692, et seq.)

17. Plaintiff realleges and incorporates paragraphs 1 - 16 as if fully set forth herein.

ANSWER: Trans Union reasserts its answers and responses set forth herein.

18. Defendant DRS violated the FDCPA, 15 U.S.C §1692, et seq., in the following ways:

a) engaging in conduct the natural consequence of which is to harass, oppress, or abuse plaintiff in connection with the collection of a debt, in violation of 15 U.S.C. § 1692d;

b) using false, deceptive, or misleading representations or means in connection with collection of the debt, in violation of 15 U.S.C. § 1692e;

c) falsely representing the amount of the debt, in violation of 15 U.S.C. § 1692e;

d) falsely representing the compensation they could receive, in violation of 15 U.S.C. § 1692e;

e) failing to communicate that the debt was disputed, in violation of 15 U.S.C. § 1692e;

f) using unfair or unconscionable means to collect or attempt to collect the debt, in violation of 15 U.S.C. § 1692f;

g) failing to provide validation of the debt within five days of plaintiff's communication in writing, in violation of 15 U.S.C. § 1692f.

h) failing to cease all collection of the debt after plaintiff disputed the debt in writing, until verification of the debt was mailed to plaintiff, in violation of 15 U.S.C. § 1692g(b); and

i) attempting to collect more than authorized by the law, in violation of 15 U.S.C. § 1692f.

ANSWER: Trans Union denies that the statements contained in this paragraph including its subparts require a response from Trans Union.

19. As a result of DRS's unlawful collection practices plaintiff has suffered damages including emotional distress, worry, fear, frustration, embarrassment, humiliation, loss of credit, and damage to her reputation for which she seeks actual damages in an amount to be determined by the Jury.

ANSWER: Trans Union denies that the statements contained in this paragraph require a response from Trans Union.

20. Plaintiff is entitled to her attorney fees and costs pursuant to 15 U.S.C. § 1692k.

ANSWER: Trans Union denies that the statements contained in this paragraph require a response from Trans Union.

21. Plaintiff is entitled to statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k.

ANSWER: Trans Union denies that the statements contained in this paragraph require a response from Trans Union.

SECOND CLAIM FOR RELIEF

FAIR CREDIT REPORTING ACT

(Trans Union and Experian)

(15 U.S.C. § 1681n)

22. Plaintiff realleges and incorporates paragraphs 1 - 16 as if fully set forth herein.

ANSWER: Trans Union reasserts its answers and responses set forth herein.

23. Trans Union and Experian willfully failed to comply with the requirements

1 imposed under the FCRA, including but not limited to:

2 a) failing to follow reasonable procedures to assure maximum possible accuracy of the
3 information in consumer reports, as required by 15 U.S.C. §1681e;

4 b) failing to comply with the reinvestigation requirements in 15 U.S.C. §1681i; and

5 c) failing to comply with the permissible purpose requirements in 15 U.S.C. §1681b.

6 **ANSWER:** Trans Union denies the allegations contained in this paragraph including
7 its subparts as they apply to Trans Union. Trans Union denies that the remaining statements
8 contained in this paragraph including its subparts require a response from Trans Union.

9
10 24. As a result of Trans Union and Experian's violations of the FCRA, plaintiff has
11 suffered and continues to suffer damages, including denial of credit, lost opportunity to receive
12 credit, damage to reputation, invasion of privacy, worry, fear, distress, frustration, embarrassment,
13 and humiliation, all to her damages in an amount to be determined by the jury.

14
15 **ANSWER:** Trans Union denies the allegations contained in this paragraph as they
16 apply to Trans Union. Trans Union denies that the remaining statements contained in this
17 paragraph require a response from Trans Union.

18 25. Plaintiff is entitled to punitive damages in an amount to be determined by the jury.

19 **ANSWER:** Trans Union denies the allegations contained in this paragraph as they
20 apply to Trans Union. Trans Union denies that the remaining statements contained in this
21 paragraph require a response from Trans Union.

22
23 26. Plaintiff is entitled to her attorney fees, pursuant to 15 U.S.C. § 1681n(a).

24 **ANSWER:** Trans Union denies the allegations contained in this paragraph as they
25 apply to Trans Union. Trans Union denies that the remaining statements contained in this
26 paragraph require a response from Trans Union.

THIRD CLAIM FOR RELIEF
FAIR CREDIT REPORTING ACT
(Trans Union and Experian)
(15 .S.C. § 1681o)

26. [sic] Plaintiff realleges and incorporates paragraphs 1 - 16 as if fully set forth herein.

ANSWER: Trans Union reasserts its answers and responses set forth herein.

27. [sic] Trans Union and Experian negligently failed to comply with the requirements imposed under the FCRA, including but not limited to:

a) failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. §1681e;

b) failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i; and

c) failing to comply with the permissible purpose requirements in 15 U.S.C. § 1681 b.

ANSWER: Trans Union denies the allegations contained in this paragraph including its subparts as they apply to Trans Union. Trans Union denies that the remaining statements contained in this paragraph including its subparts require a response from Trans Union.

28. [sic] As a result of Trans Union and Experian's violations of the FCRA, plaintiff has suffered and continues to suffer damages, including denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, worry, fear, distress, frustration, embarrassment, and humiliation, all to her damages in an amount to be determined by the jury.

ANSWER: Trans Union denies the allegations contained in this paragraph as they apply to Trans Union. Trans Union denies that the remaining statements contained in this paragraph require a response from Trans Union.

29. [sic] Plaintiff is entitled to her attorney fees, pursuant to 15 U.S.C. § 1681n(a).

ANSWER: Trans Union denies the allegations contained in this paragraph as they apply to Trans Union. Trans Union denies that the remaining statements contained in this paragraph require a response from Trans Union.

FOURTH CLAIM FOR RELIEF

FAIR CREDIT REPORTING ACT

(Debt Recovery Solutions, LLC)

(15 U.S.C. § 1681o)

30. [sic] Plaintiff realleges and incorporates paragraphs 1 - 16 as if fully set forth herein.

ANSWER: Trans Union reasserts its answers and responses set forth herein.

31. [sic] DRS willfully failed to comply with the requirements imposed under the FCRA, including but not limited to failing to comply with the requirements in 15 U.S.C. § 1681s-2(b).

ANSWER: Trans Union denies that the statements contained in this paragraph require a response from Trans Union.

32. [sic] As a result of DRS's violations of the FCRA, plaintiff has suffered and continues to suffer damages, including denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, worry, fear, distress, frustration, embarrassment, and humiliation, all to her damages in an amount to be determined by the jury.

ANSWER: Trans Union denies that the statements contained in this paragraph require a response from Trans Union.

1 33. [sic] Plaintiff is entitled to punitive damages in an amount to be determined by
2 the jury.

3 **ANSWER:** Trans Union denies that the statements contained in this paragraph require
4 a response from Trans Union.

5 34. [sic] Plaintiff is entitled to her attorney fees, pursuant to 15 U.S.C. § 1681n(a).

6 **ANSWER:** Trans Union denies that the statements contained in this paragraph require
7 a response from Trans Union.
8

9 **FIFTH CLAIM FOR RELIEF**
10 **FAIR CREDIT REPORTING ACT**
11 **(Debt Recovery Solutions, LLC)**
12 **(15 U.S.C. § 1681o)**
13

14 35. [sic] Plaintiff realleges and incorporates paragraphs 1 - 16 as if fully set forth
15 herein.

16 **ANSWER:** Trans Union reasserts its answers and responses set forth herein.

17 36. [sic] DRS negligently failed to comply with the requirements imposed under the
18 FCRA, including but not limited to failing to comply with the requirements in 15 U.S.C. §1681s-
19 2(b).
20

21 **ANSWER:** Trans Union denies that the statements contained in this paragraph require
22 a response from Trans Union.

23 37. [sic] As a result of DRS's violations of the FCRA, plaintiff has suffered and
24 continues to suffer damages, including denial of credit, lost opportunity to receive credit, damage
25 to reputation, invasion of privacy, worry, fear, distress, frustration, embarrassment, and
26 humiliation, all to her damages in an amount to be determined by the jury.

1 **ANSWER:** Trans Union denies that the statements contained in this paragraph require
2 a response from Trans Union.

3 38. [sic] Plaintiff is entitled to her attorney fees, pursuant to 15 U.S.C. § 1681n(a).

4 **ANSWER:** Trans Union denies that the statements contained in this paragraph require
5 a response from Trans Union.
6

7 **VI. PRAYER FOR RELIEF**

8 WHEREFORE, plaintiff prays that judgment be entered against defendants as follows:

9 1. On Plaintiffs First Claim for Relief:

- 10 a) Actual damages in an amount to be determined by the jury;
11 b) Statutory damages to be decided by the Court; and
12 c) Attorney fees and costs.

13 2. On Plaintiffs Second Claim for Relief:

- 14 a) Actual damages in an amount to be determined by the jury;
15 b) Punitive damages in an amount to be determined by the jury; and
16 c) Attorney fees and costs.

17 3. On Plaintiffs Third Claim for Relief:

- 18 a) Actual damages in an amount to be determined by the jury; and
19 b) Attorney fees and costs.

20 4. On Plaintiffs Fourth Claim for Relief:

- 21 a) Actual damages in an amount to be determined by the jury,
22 b) Punitive damages in an amount determined by the jury,
23 c) Attorney fees and costs.
24
25
26

1 5. On Plaintiffs Fifth Claim for Relief:

2 a) Actual damages in an amount to be determined by the jury,

3 b) Attorney fees and costs.

4 6. Trial by jury is requested on all claims for relief.

5 **ANSWER TO PRAYER FOR RELIEF:** Trans Union denies that Plaintiff is entitled
6 to any damages, costs, fees or other relief from or against Trans Union.
7

8 **AFFIRMATIVE DEFENSES**

9 1. Plaintiff has failed to state a claim against Trans Union upon which relief may
10 be granted.

11 2. Plaintiff's state law and common law claims are pre-empted by the Fair Credit
12 Reporting Act, 15 U.S.C. § 1681, *et seq.*

13 3. Trans Union's reports concerning Plaintiff were true or substantially true.

14 4. Trans Union has at all times followed reasonable procedures to assure maximum
15 possible accuracy of its credit reports concerning Plaintiff.
16

17 5. Plaintiff's claims are barred, in whole or in part, by the applicable statute of
18 limitations.

19 6. Plaintiff's claims are barred, in whole or in part, by 15 U.S.C. §§ 1681h(e)
20 and/or 1681t.
21

22 7. At all relevant times, Trans Union acted within the absolute and qualified
23 privileges afforded it under the FCRA, the United States Constitution, applicable State
24 Constitutions and the common law.

25 8. Plaintiff's claims are barred, in whole, or in part, by the equitable theories of
26 estoppel, waiver and laches.

George W. Akers, P.S.
WA State Bar No. 00498

Local Counsel for Trans Union, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **TRANS UNION, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT AND AFFIRMATIVE DEFENSES** has been filed electronically on the **9th day of October, 2009**. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's electronic filing.

Justin M. Baxter, Esq. justin@baxterlaw.com	
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The undersigned further certifies that a true copy of the foregoing **TRANS UNION, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT AND AFFIRMATIVE DEFENSES** was served on the following parties via First Class, U.S. Mail, postage prepaid, on the **9th day of October, 2009**, properly addressed as follows:

None	
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Respectfully submitted,

s/ William R. Brown

William R. Brown, Esq.

(Admitted *Pro Hac Vice*)

Lead Counsel for Trans Union, LLC